

---

**SOLICITATION, OFFER AND AWARD**

---

1. This contract is a rated order under DPAS (15 CFR 700) RATING:

---

2. CONTRACT NO.

3. SOLICITATION NO.

49-M-APHIS-00

---

4. TYPE OF SOLICITATION

☐ SEALED BID (IFB)

☒ NEGOTIATED (RFP)

---

5. DATE ISSUED

04/05/2000

---

6. REQUISITION/PURCHASE NO.

US-PA-003-00

---

7. ISSUED BY CODE: 126395

USDA,APHIS,ABS,CSMT  
Butler Square, Fifth Floor  
100 North Sixth Street  
Minneapolis, MN 55403

---

8. ADDRESS OFFER TO  
(If other than Item 7)

---

**NOTE:** In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

---

**SOLICITATION**

---

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in , until 2:30 P.M. local time on 06/21/2000.

CAUTION--LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

---

10. FOR INFORMATION CALL:

A. NAME:  
Janette Lever

B. TELEPHONE NO.  
(Include Area Code)  
(NO COLLECT CALLS)  
612/370-2285

---

C. E-MAIL ADDRESS

janette.lever@usda.gov

---

EXCEPTION TO STANDARD FORM 33 (REV.9-97)

Prescribed by GSA  
FAR (48 CFR 53.214(c))

# SOLICITATION, OFFER AND AWARD

## 11. TABLE OF CONTENTS

X SEC	DESCRIPTION	PAGE(S)
	PART I - THE SCHEDULE	
A	SOLICITATION/CONTRACT FORM	
B	SUPPLIES OR SERVICES AND PRICES/COSTS	
C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	
D	PACKAGING AND MARKING	
E	INSPECTION AND ACCEPTANCE	
F	DELIVERIES OR PERFORMANCE	
G	CONTRACT ADMINISTRATION DATA	
H	SPECIAL CONTRACT REQUIREMENTS	
	PART II - CONTRACT CLAUSES	
I	CONTRACT CLAUSES	
	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
J	LIST OF ATTACHMENTS	
	PART IV - REPRESENTATIONS AND INSTRUCTIONS	
K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
M	EVALUATION FACTORS FOR AWARD	

### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS _____ %	20 CALENDAR DAYS _____ %	30 CALENDAR DAYS _____ %	____ CALENDAR DAYS _____ %
-----------------------------	-----------------------------	-----------------------------	-------------------------------

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
---------------	------	---------------	------


EXCEPTION TO STANDARD FORM 33 (REV. 9-97)

# SOLICITATION, OFFER AND AWARD

15A. NAME AND ADDRESS OF OFFEROR	CODE   _____	FACILITY   _____	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or Print)
15B. TELEPHONE NO. (Include Area Code)			17. SIGNATURE
15C. [ ] CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			18. OFFER DATE

## AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )		
23. SUBMIT INVOICES TO ADDRESS SHOWN IN --> (1 Copies unless otherwise specified)		ITEM 25
24. ADMINISTERED BY (If other than Item 7)	CODE   _____	25. PAYMENT WILL BE MADE BY CODE   _____    USDA,APHIS,ABS, Payments Butler Square, Fifth Floor 100 North Sixth Street Minneapolis, MN 55403
26. NAME OF CONTRACTING OFFICER (Type or Print)	27. UNITED STATE OF AMERICA  Signature of Contracting Officer	28. AWARD DATE

**IMPORTANT** - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33

TABLE OF CONTENTS	PAGE
SOLICITATION, OFFER AND AWARD . . . . .	1
PART I - THE SCHEDULE . . . . .	4
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS . . . . .	4
B.1 SCHEDULE OF ITEMS . . . . .	4
B.1.1 BASE PERIOD . . . . .	4
B.1.2 OPTION PERIOD 1 . . . . .	5
B.1.3 OPTION PERIOD 2 . . . . .	5
B.1.4 OPTION PERIOD 3 . . . . .	5
B.1.5 OPTION PERIOD 4 . . . . .	6
B.2 DESCRIPTION OF AIRCRAFT PROPOSED . . . . .	6
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT . . . . .	8
C.1 BACKGROUND . . . . .	8
C.2 OVERVIEW OF CURRENT REQUIREMENTS . . . . .	8
C.3 STATEMENT OF WORK . . . . .	9
C.3.1 TRANSPORT OF SCREWORM PUPAE . . . . .	9
C.3.1.1 AIRCRAFT AND PILOT AVAILABILITY REQUIREMENTS . .	9
C.3.1.2 AIRCRAFT SPECIFICATIONS . . . . .	9
C.3.1.3 AIRCRAFT EQUIPMENT SPECIFICATIONS . . . . .	9
C.3.1.4 TRANSPORT FLIGHT SCHEDULING . . . . .	10
C.3.2 STERILE FLY DISPERSAL . . . . .	10
C.3.2.1 AIRCRAFT AND PILOT AVAILABILITY REQUIREMENTS . .	10
C.3.2.2 AIRCRAFT SPECIFICATIONS . . . . .	11
C.3.2.3 FLY CONTAINMENT AND DISPERSAL SPECIFICATIONS . .	11
C.3.2.4 INSTALLATION OF GOVERNMENT-FURNISHED EQUIPMENT .	12
C.3.2.5 DISPERSAL SYSTEM QUALIFICATION . . . . .	12
C.3.2.6 DISPERSAL OPERATIONS REQUIREMENTS . . . . .	12
C.3.3 PILOT QUALIFICATIONS . . . . .	12
C.3.4 ONLINE/OFFLINE ROTATION OF AIRCRAFT . . . . .	12
C.3.5 DISPERSAL FLIGHT SCHEDULING . . . . .	13
C.4 REQUIREMENT FOR ADDITIONAL AIRCRAFT . . . . .	13
C.5 EXERCISING THE ANNUAL OPTION PERIODS . . . . .	13
C.6 AIRCRAFT PERMITS . . . . .	13
C.7 INITIAL ENTRY INTO COUNTRIES OF OPERATION . . . . .	14
C.8 CONTRACTOR REPRESENTATIVE . . . . .	14
SECTION D - PACKAGING AND MARKING . . . . .	15
SECTION E - INSPECTION AND ACCEPTANCE . . . . .	16
E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	16
E.2 AGAR 452.246-70 INSPECTION AND ACCEPTANCE . . . . .	16
(FEB 1988)	
SECTION F - DELIVERIES OR PERFORMANCE . . . . .	17
F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	17
F.2 AGAR 452.211-75 EFFECTIVE PERIOD OF THE CONTRACT . . .	17
(FEB 1988)	
F.3 LIQUIDATED DAMAGES . . . . .	17
SECTION G - CONTRACT ADMINISTRATION DATA . . . . .	19
G.1 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE .	19

	TABLE OF CONTENTS	PAGE
SECTION H - SPECIAL CONTRACT REQUIREMENTS . . . . .		20
H.1    AGAR 452.215-73 POST AWARD CONFERENCE (NOV 1996) . . .		20
H.2    PERFORMANCE STANDARDS FOR RESPONSIBLE CONTRACTORS . .		20
H.3    AGAR 452.245-70 GOVERNMENT-FURNISHED PROPERTY (FEB 1988)		20
PART II - CONTRACT CLAUSES . . . . .		22
SECTION I - CONTRACT CLAUSES . . . . .		22
I.1    52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)		22
I.2    52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO .		23
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL		
ITEMS (FEB 2000)		
I.3    52.216-21 REQUIREMENTS (OCT 1995) . . . . .		27
I.4    52.217-9 OPTION TO EXTEND THE TERM OF THE . . . . .		28
CONTRACT (NOV 1999)		
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS . . .		29
SECTION J - LIST OF ATTACHMENTS . . . . .		29
J.1    LIST OF ATTACHMENTS . . . . .		29
PART IV - REPRESENTATIONS AND INSTRUCTIONS . . . . .		30
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND . . . . .		30
OTHER STATEMENTS OF OFFERORS		
K.1    52.203-2 CERTIFICATE OF INDEPENDENT PRICE . . . . .		30
DETERMINATION (APR 1985)		
K.2    52.203-11 CERTIFICATION AND DISCLOSURE REGARDING . . .		31
PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS		
(APR 1991)		
K.3    52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,		32
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS		
(MAR 1996)		
K.4    52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--		33
COMMERCIAL ITEMS (FEB 2000) Alternate III (JAN 1999)		
K.5    AGAR 452.222-70 COMPLIANCE WITH VETERANS EMPLOYMENT .		42
REPORTING REQUIREMENTS (JAN 1999) (DEVIATION)(USDA)		
SECTION L - INSTRUCTIONS, CONDITIONS, AND . . . . .		44
NOTICES TO OFFERORS		
L.1    52.252-1 SOLICITATION PROVISIONS INCORPORATED . . . .		44
BY REFERENCE (FEB 1998)		
L.2    52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE . . . .		44
ACQUISITION (FEB 2000)		
L.3    52.216-1 TYPE OF CONTRACT (APR 1984) . . . . .		50
L.4    52.233-2 SERVICE OF PROTEST (AUG 1996) . . . . .		50
L.5    AGAR 452.204-70 INQUIRIES (FEB 1988) . . . . .		50
L.6    AGAR 452.215-71 INSTRUCTIONS FOR THE PREPARATION OF .		50
TECHNICAL AND BUSINESS PROPOSALS (SEP 1999)		
L.7    AGAR 452.215-72 AMENDMENTS TO PROPOSALS (FEB 1988) . .		52
L.8    AGAR 452.237-71 PRE-BID/PRE-PROPOSAL CONFERENCE . . .		52
(FEB 1988)		
L.9    AGAR 452.237-73 EQUIPMENT INSPECTION VISIT (FEB 1988)		53

# TABLE OF CONTENTS

PAGE

SECTION M - EVALUATION FACTORS FOR AWARD . . . . .	54
M.1    52.252-1 SOLICITATION PROVISIONS INCORPORATED . . . .	54
BY REFERENCE (FEB 1998)	
M.2    52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999) . .	54
M.3    AGAR 452.216-72 EVALUATION QUANTITIES -- . . . . .	55
INDEFINITE DELIVERY CONTRACT (FEB 1988)	
M.4    EVALUATION CRITERIA . . . . .	55

**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

The Contractor shall furnish aircraft, aircraft maintenance, tools and spare parts, commercial licensed pilots, certified airframe and powerplant mechanics, supplies, ground handling and safety equipment, and other necessary flight, ground and administrative personnel as may be required to comply with the contract and with local laws and regulations regarding commercial flight operations.

Everything required to fully perform the services described below shall be provided by the Contractor, except for those items described in Section H as Government-furnished property.

This solicitation assumes the use of Government-furnished dispersal equipment (GFE). However, the Government will consider offers that contemplate the use of Contractor-furnished equipment, provided the equipment is tested and approved prior to award. See Section M for evaluation factors.

**B.1 SCHEDULE OF ITEMS**

The attached Weekly Aviation Services Requirements, Section J, represent our current best estimate of our future requirements. Due to the dynamics of the Program, the actual number of aircraft and flight hours required may vary. The Contractor will be notified of anticipated changes prior to the beginning of any contract period.

**B.1.1 BASE PERIOD**

October 1, 2000, through September 30, 2001.

Item No. 1: TRANSPORT OF SCREWORM PUPAE TO DISPERSAL BASES

Base Fee Per Month Per Aircraft \$\_\_\_\_\_

Round Trip Flight from Tuxtla Gutierrez, Mexico, to:

Panama City, Panama	\$_____
Kingston, Jamaica	\$_____
Managua, Nicaragua	\$_____
Santo Domingo, Dominican Rep.	\$_____
Port au Prince, Haiti	\$_____

Flying Fee Per Hour to transport to alternate base \$\_\_\_\_\_

Item No. 2: AERIAL DISPERSAL OF STERILE FLIES

Base Fee Per Month Per Aircraft \$\_\_\_\_\_

Flying Fee Per Hour \$\_\_\_\_\_

**B.1.2 OPTION PERIOD 1**

October 1, 2001, through September 30, 2002.

Item No. 1: TRANSPORT OF SCREWORM PUPAE TO DISPERSAL BASES

Base Fee Per Month Per Aircraft \$\_\_\_\_\_

Round Trip Flight from Tuxtla Gutierrez, Mexico, to:

Panama City, Panama	\$_____
Kingston, Jamaica	\$_____
Managua, Nicaragua	\$_____
Santo Domingo, Dominican Rep.	\$_____
Port au Prince, Haiti	\$_____

Flying Fee Per Hour to transport to alternate base \$\_\_\_\_\_

Item No. 2: AERIAL DISPERSAL OF STERILE FLIES

Base Fee Per Month Per Aircraft \$\_\_\_\_\_

Flying Fee Per Hour \$\_\_\_\_\_

**B.1.3 OPTION PERIOD 2**

October 1, 2002, through September 30, 2003.

Item No. 1: TRANSPORT OF SCREWORM PUPAE TO DISPERSAL BASES

Base Fee Per Month Per Aircraft \$\_\_\_\_\_

Round Trip Flight from Tuxtla Gutierrez, Mexico, to:

Panama City, Panama	\$_____
Kingston, Jamaica	\$_____
Managua, Nicaragua	\$_____
Santo Domingo, Dominican Rep.	\$_____
Port au Prince, Haiti	\$_____

Flying Fee Per Hour to transport to alternate base \$\_\_\_\_\_

Item No. 2: AERIAL DISPERSAL OF STERILE FLIES

Base Fee Per Month Per Aircraft \$\_\_\_\_\_

Flying Fee Per Hour \$\_\_\_\_\_

**B.1.4 OPTION PERIOD 3**

October 1, 2003, through September 30, 2004.

Item No. 1: TRANSPORT OF SCREWORM PUPAE TO DISPERSAL BASES

Base Fee Per Month Per Aircraft \$\_\_\_\_\_



**B.1.4 (Continued)**

Round Trip Flight from Tuxtla Gutierrez, Mexico, to:

Panama City, Panama	\$_____
Kingston, Jamaica	\$_____
Managua, Nicaragua	\$_____
Santo Domingo, Dominican Rep.	\$_____
Port au Prince, Haiti	\$_____

Flying Fee Per Hour to transport to alternate base \$\_\_\_\_\_

Item No. 2: AERIAL DISPERSAL OF STERILE FLIES

Base Fee Per Month Per Aircraft \$\_\_\_\_\_

Flying Fee Per Hour \$\_\_\_\_\_

**B.1.5 OPTION PERIOD 4**

October 1, 2004, through September 30, 2005.

Item No. 1: TRANSPORT OF SCREWORM PUPAE TO DISPERSAL BASES

Base Fee Per Month Per Aircraft \$\_\_\_\_\_

Round Trip Flight from Tuxtla Gutierrez, Mexico, to:

Panama City, Panama	\$_____
Kingston, Jamaica	\$_____
Managua, Nicaragua	\$_____
Santo Domingo, Dominican Rep.	\$_____
Port au Prince, Haiti	\$_____

Flying Fee Per Hour to transport to alternate base \$\_\_\_\_\_

Item No. 2: AERIAL DISPERSAL OF STERILE FLIES

Base Fee Per Month Per Aircraft \$\_\_\_\_\_

Flying Fee Per Hour \$\_\_\_\_\_

**B.2 DESCRIPTION OF AIRCRAFT PROPOSED**

Aircraft: Make, Model, Registration No.

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_
- (6) \_\_\_\_\_
- (7) \_\_\_\_\_
- (8) \_\_\_\_\_

**B.2 (Continued)**

(9) \_\_\_\_\_

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 BACKGROUND**

The United States Department of Agriculture (USDA) began a program in the United States in 1957 to eradicate the Screwworm, (*Cochliomyia homnivorax* Coquerel), a devastating pest of livestock. The Screwworm Eradication Program (the Program) has been a tremendous success, saving U.S. livestock producers hundreds of millions of dollars annually. After the U.S. was declared free of screwworm in 1966, the U.S. Government entered into a joint program with Mexico in 1972 to eradicate the pest from that country. The goal of the Program was to prevent the reintroduction of the screwworm into the U.S. by eradicating this insect in Mexico.

That program was also successful, and Mexico was declared free of screwworm in 1991. Belize, Guatemala, El Salvador, Honduras and Nicaragua have since been declared free of screwworm. The U.S. is presently releasing sterile flies in Panama and Jamaica, through cooperative agreements with the governments of these countries. The present goal is to eradicate the screwworm from Jamaica and, on the continent, to the Isthmus of Panama, and to establish a sustainable, permanent barrier there to prevent the reentry of the pest into the eradicated areas.

The method of eradication used by the Program has been the "Sterile Insect Technique" (SIT), which employs the aerial release of sexually sterile insects into the environment where natural populations of the screwworm exist. The sterile insects mate with the natural populations, thus any eggs produced by native females are sterile and will not hatch. Therefore, over time, the natural population is bred out of existence.

The current technique used for the aerial release of sterile insects (known as the "Chilled Fly Technique") depends upon pupae reared and sterilized at the Screwworm fly production facility in Tuxtla Gutierrez, Mexico. These pupae are then flown to Jamaica and Panama, where they complete their development to the adult stage in special temperature-controlled chambers. The flies are anesthetized by cold temperatures (39 degrees Fahrenheit), collected for dispersal, packaged for loading onto the dispersal aircraft, and free-released from aircraft at programmed rates to achieve the desired dosage rates per nautical square mile.

**C.2 OVERVIEW OF CURRENT REQUIREMENTS**

Proposals are to be submitted for the air transport of screwworm pupae from the base of air operations in Tuxtla Gutierrez, Mexico, to one or more dispersal bases and the dispersal of screwworm flies from dispersal bases on flight grids provided by the Program. The geographic scope of operations may include the United States, the countries of Central America, Panama, the Caribbean Islands and the

**C.2 (Continued)**

northern Colombia border area. Offerors must submit technical and cost proposals for a base year plus four option years for each item proposed. The base year begins October 1, 2000, and runs through September 30, 2001. Each subsequent option year runs from October through September.

**C.3 STATEMENT OF WORK****C.3.1 TRANSPORT OF SCREWORM PUPAE**

ITEM I is for the transport of pupae produced at the sterile fly production plant located in Tuxtla Gutierrez, Mexico, to dispersal bases, in accordance with daily flight schedules. The pupae will be transported in containers provided by the Program. Payment for aircraft services is based on a monthly rate for each required aircraft and a rate per hour for operational flying time.

**C.3.1.1 AIRCRAFT AND PILOT AVAILABILITY REQUIREMENTS**

Transport aircraft must be available for use during daylight hours, seven days a week, when not scheduled for maintenance. One pilot must be available for each aircraft during all periods of aircraft online availability. The Contractor may take the aircraft offline on weekdays for maintenance up to a maximum of five days per month.

Taking the aircraft offline requires at least 48 hours prior notice to the Program. The ability to maintain aircraft during non- daylight hours at the dispersal or transport bases may vary, depending upon the conditions and policies of the individual airports to be used by the Program.

**C.3.1.2 AIRCRAFT SPECIFICATIONS**

Twin-engine turbo-propeller aircraft must be provided with sufficient cargo space to secure and transport screwworm pupae in Program-provided styrofoam containers. Each container is 24" x 16.5" x 12.5" (high). The aircraft must be capable of securing and transporting up to 46 containers. The weight of 46 loaded containers is approximately 1000 kilograms. The aircraft must be equipped with one seat for exclusive use by persons authorized by the Program to monitor or inspect flight operations or to conduct other official business.

**C.3.1.3 AIRCRAFT EQUIPMENT SPECIFICATIONS**

Aircraft shall be equipped, as a minimum, with the following:

1. Two fully operational VHF communications radios
2. Two fully operational VHF navigation radios
3. Distance measuring equipment
4. Automatic direction finder

**C.3.1.3 (Continued)**

5. Global positioning equipment
6. Transponder with modes A and C
7. Encoding altimeter coupled to transponder

The Contractor shall comply with all transport operations and documentation requirements set forth in the Manual.

**C.3.1.4 TRANSPORT FLIGHT SCHEDULING**

The Program will provide transport schedules to the Contractor with a minimum of one hour advance notice. Aircraft will not be scheduled to fly more than six continuous hours. Schedules will be prepared and distributed by Program personnel and will follow the guidelines established in the Manual.

**C.3.2 STERILE FLY DISPERSAL**

ITEM 2 is for the aerial dispersal of sterile screwworm flies along prescribed grids using "chilled fly" techniques from dispersal bases in Panama and, if required, one or more Caribbean countries. The onboard fly containment and dispersal equipment must meet the specifications cited below and shall be that equipment specified in the Contractor's proposal, either Contractor-furnished or Government-furnished.

If the offeror proposes use of other than the Government-furnished containment and dispersal equipment (GFE), the equipment must be qualified prior to the start of the field operations. The Contractor is required to support flight operations at the dispersal bases established by the Program, currently in Panama City and Kingston, Jamaica.

The Program will provide a desk and minimum shared-use office space at each airport dispersal base from which the Contractor is operating. Two, and no more than four, concurrent dispersal base operations are anticipated. The Government will provide fuel for all operations. Payment for aircraft services is based on a monthly rate for each required aircraft and a rate per hour for operational flying time. The Program will provide a person to operate the GFE while engaged in dispersal operations.

**C.3.2.1 AIRCRAFT AND PILOT AVAILABILITY REQUIREMENTS**

The aircraft shall be maintained online and ready to fly or shall otherwise be engaged in flight missions during daylight hours seven days a week throughout the period of performance. The Contractor is expected to rotate specific aircraft offline in order to perform maintenance, but must ensure the availability of the minimum number of aircraft needed to complete scheduled flights at all times.

Pilots shall be available for scheduling seven days a week during daylight hours.

**C.3.2.2 AIRCRAFT SPECIFICATIONS**

Aircraft must be certified, fully airworthy, standard production turbo-propeller. The aircraft must be capable of carrying and dispersing flies during sustained flights of 170 knots for up to six hours flight time. The aircraft must be capable of dispersal operations at altitudes up to 14,000 feet MSL (mean sea level).

The weight of the maximum fly cargo of six million flies is approximately 270 kilograms. The approximate weight of the GFE is 205 kilos, and its physical dimensions are 60 cm. maximum width, 202 cm. maximum length, and 88 cm. maximum height. The 28-volt power requirement for the GFE is 70 amps at start-up peak and 60 amps at operating levels.

The aircraft must be equipped with one seat for exclusive use by an authorized official/passenger. The aircraft shall, as a minimum, be equipped as specified above, under Item I.

The Contractor shall obtain FAA approval for all modifications to aircraft required under this contract prior to reporting for service.

**C.3.2.3 FLY CONTAINMENT AND DISPERSAL SPECIFICATIONS**

The Government will provide the containment and dispersal equipment described in section H, Government-Furnished Property, unless it is agreed that the Contractor will provide equipment which has been tested and approved for use by the Program. Any Contractor-furnished equipment must comply with the following specifications.

The fly containment equipment shall be capable of holding four and one half million (4,500,000) flies, approximately five hundred (500) liters. When loaded, the equipment shall maintain an internal temperature of thirty-nine (39) degrees Fahrenheit, plus or minus two (2) degrees. The equipment shall provide constant and equal refrigerated air circulation throughout each containment compartment for the period beginning when the loaded containment equipment has been installed in the aircraft and ending when the flies have been dispersed. Temperatures must be maintained during pre-flight operations or flight delays. The containment cooling system must be able to function effectively during periods when the engines are not running.

Fly dispersal equipment shall be capable of dispersing flies from the containment compartment to outside the aircraft at programmable rates varying between zero (0) and twelve thousand (12,000) flies per linear nautical mile without damaging the flies. The equipment shall also have the ability to rapidly evacuate the fly containment compartments to the outside of the aircraft in the event of an aborted flight.

The containment and dispersal equipment shall be designed such that its use and operation shall not be the cause of any damage to the flies at any point during the dispersal missions, to include delays in beginning the flight of up to five hours after loading

**C.3.2.3 (Continued)**

the flies.

**C.3.2.4 INSTALLATION OF GOVERNMENT-FURNISHED EQUIPMENT**

The Contractor is responsible for the installation and removal of GFE when its use has been authorized. Installation requires modification to the aircraft in order to install the dispersal tubes through the body of the aircraft and to secure the equipment within the aircraft. The contractor is responsible for aircraft airworthiness certification following installation and removal of the GFE. Installation must be accomplished in such a way as not to adversely affect any operating characteristic of the GFE. Upon removal from an aircraft, the Contractor must return the GFE to its original condition and configuration, less fair wear and tear.

**C.3.2.5 DISPERSAL SYSTEM QUALIFICATION**

The Contractor must qualify all dispersal aircraft prior to the start of field operations on October 1, 2000. Any aircraft added to the fleet after that date must also be qualified prior to use in Program operations. The purpose of qualification is to assure that the aircraft meet all requirements of the contract and that the containment and dispersal equipment is installed properly and functions as required. If failure of GFE is the only factor preventing qualification of an aircraft, the aircraft shall be considered online for purpose of billing monthly fees on the first day of the scheduled online requirement.

**C.3.2.6 DISPERSAL OPERATIONS REQUIREMENTS**

Contractor personnel are required to load the containment equipment and to properly secure the equipment within the aircraft. The Contractor shall disperse flies according to the grid and dispersion rates specified in the flight schedule provided by the Program. The Program may put an authorized person on board to monitor or inspect any flight mission with no advance notice. The Contractor shall maintain appropriate insurance coverage for personnel authorized by the Program to accompany a flight. The Program disperser will assist in the cleaning of the dispersal equipment following completion of the day's dispersal operations.

The Contractor shall comply with all requirements set forth in the Manual.

**C.3.3 PILOT QUALIFICATIONS**

All pilots must be fully certified and qualified to fly the operations described herein in all countries in which operations may be conducted. Additionally, pilots must meet the qualification, training, orientation and conduct required by the Manual.

**C.3.4 ONLINE/OFFLINE ROTATION OF AIRCRAFT**

The Contractor shall schedule aircraft downtime in such a way that

**C.3.4 (Continued)**

the scheduled flights are always completed within the contemplated timeframe.

**C.3.5 DISPERSAL FLIGHT SCHEDULING**

The total number of aircraft proposed by the Contractor by quarter for each period of performance shall be available for scheduling seven days a week during daylight hours, less programmed downtime.

The Program will schedule all flights and prescribe flight grids for available aircraft. The flight schedules shall be made available to the Contractor at least twelve hours in advance.

While the Government has the right to vary the number and timing of scheduled flights from each operational base, the occasional shifting of planes from base to base will be done in such a way that it can be reasonably accomplished with the total number of aircraft and pilots required to be available. The Program will not schedule flights with a duration greater than five continuous hours.

**C.4 REQUIREMENT FOR ADDITIONAL AIRCRAFT**

The Government may require additional aircraft for transport or dispersal at any time by giving written notice to the Contractor. The Contractor must meet the additional requirement within 90 days of receipt of such notice. The period of use for the additional aircraft shall be specified in the written notice and is at the discretion of the Government, except that the extended period shall not be less than six months. The Contractor's proposal must establish the maximum number of additional aircraft that may be ordered during any period of performance and at any one time.

**C.5 EXERCISING THE ANNUAL OPTION PERIODS**

The Government may exercise the annual option periods for Items I and 2 at its discretion by giving written notice to the Contractor of its intent to do so 30 days prior to the end of any given period.

The exercise of annual options will be subject to the availability of funds. The Government has no obligation to exercise an option if funds are not made available, even though notice of intent to exercise may have been given. In the event the option is exercised under a continuing resolution by Congress and Program funds are subsequently not authorized, the Government will terminate the contract for its convenience. In the event of contract termination because of lack of funds, total termination costs shall not exceed one additional month's base fees from the date of termination.

**C.6 AIRCRAFT PERMITS**

The Government will obtain operating permits from the Directorate of Civil Aeronautics for all aircraft in each country of operation. The Contractor shall provide to the Government the following documentation for each aircraft supplied under this contract at



**C.6 (Continued)**

least six weeks prior to commencement of performance:

1. Airworthiness certificate and related supporting documentation
2. Aircraft registration
3. F.C.C. Permit
4. Third part liability insurance certificate
5. Required host country insurance certificate
6. Copy of log books, upon request (within 72 hours)

Aircraft will not be considered operational until proper operating permits have been obtained from the respective countries. Any delay in obtaining operating permits which is attributable to Contractor's delay in providing the necessary documentation, and any delay which results in failure to provide aircraft in accordance with the schedule, shall be subject to liquidated damages. Delays attributable to the host country or to the Program shall not be subject to liquidated damages.

**C.7 INITIAL ENTRY INTO COUNTRIES OF OPERATION**

The Contractor shall conduct initial entry of all aircraft into each country of operation in accordance with standard, published entry procedures (reference: Jeppesson Airways Manual, "Entry Requirements").

**C.8 CONTRACTOR REPRESENTATIVE**

The Contractor shall assign or designate a Contractor representative in each country or area of operations to serve as the primary point of contact and person responsible for resolving issues that arise during the performance of the contract.

**SECTION D - PACKAGING AND MARKING**

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.aphis.usda.gov/mpis/services/contr.html>

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996

**E.2 AGAR 452.246-70 INSPECTION AND ACCEPTANCE (FEB 1988)**

- (a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.
- (b) Inspection and acceptance will be performed at:

Screwworm Dispersal Center, Tocumen Airport  
Panama City, Panama

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.aphis.usda.gov/mpis/services/contr.html>

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

NUMBER	TITLE	DATE
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR 1984

**F.2 AGAR 452.211-75 EFFECTIVE PERIOD OF THE CONTRACT (FEB 1988)**

The effective period of this contract is from October 1, 2000 through September 30, 2005.

**F.3 LIQUIDATED DAMAGES**

Failure to complete any scheduled flight will result in the assessment of fixed, agreed, and liquidated damages. The Contractor shall pay \$1,500.00, plus one-thirtieth (1/30) of the monthly base rate, for each day that scheduled flights are not completed.

The Contractor will be liable for the cost of insects lost due to the Contractor's failure to perform satisfactorily. An estimate of the quantity lost due to the Contractor's negligence will be determined by the COR. The cost thereof will be deducted from any amounts due to the Contractor under this contract at the rate of \$300.00 per million insects lost.

Contractor's failure to perform may result in termination of this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, Section I, in this contract. In that event, the Contractor would be liable for fixed, agreed, and liquidated damages in the amount of \$1,500.00 per missed programmed dispersal flight, as well as \$300 per million insects produced for missed programmed transport flight, accruing until the time the Government may reasonably obtain delivery or performance of similar services.

The liquidated damages shall be in addition to excess costs under the Termination clause, Section I.

**F.3 (Continued)**

The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE**

The Contracting Officer will designate an individual as the Contracting Officer's Representative (COR) at time of award. The COR will be responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Administrative Contracting Officer or the Contracting Officer prior to completion of the contract.

The Administrative Contracting Officer or the Contracting Officer shall be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract.

Whenever, in the opinion of the Contractor, the COR requests an effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Administrative Contracting Officer or the Contracting Officer shall be notified immediately, in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 AGAR 452.215-73 POST AWARD CONFERENCE (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled within 15 days after the date of contract award. The conference will be held at:

Curundu Heights, Building 573, Panama City, Panama

**H.2 PERFORMANCE STANDARDS FOR RESPONSIBLE CONTRACTORS**

At the end of the contract program the COR will submit to the Contracting Officer a written report on the Contractor based on the performance standards that follow. An unsatisfactory report and other documentary evidence will be used in considering Contractor responsibility for future contracts.

1. Obtaining the necessary FAA, State, and/or other clearances for all pilots and aircraft prior to the starting date. Contractor's compliance in a timely manner with all applicable regulations for maintenance and overhaul, all applicable airworthiness directives, and other applicable directives in force.
2. The cooperation of the Contractor and Contractor's personnel in following instructions based on contract specifications.
3. Contractor's personnel reporting to work on time daily and remaining on the job until officially released by the Contractor's representative.
4. Contractor reporting on date as directed and providing all required equipment, personnel and facilities.
5. All equipment meeting contract requirements.
6. Avoiding repeated delays caused by malfunction of equipment.
7. The Contractor's aircraft safety program. The utilization and fostering of good safety habits in employees.

Deviations from the above standards will be used in evaluating the Contractor's performance.

**H.3 AGAR 452.245-70 GOVERNMENT-FURNISHED PROPERTY (FEB 1988)**

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this

**H.3 (Continued)**

contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" FAR clause contained elsewhere in the contract and in accordance with the following instructions.

The Contractor shall perform routine maintenance on the installed fly containment and dispersal equipment. If the equipment needs repair or overhaul, the Contractor shall immediately notify the COR and request the needed service. The Government may elect to replace the equipment or to repair it in place. In the event the equipment is to be replaced, the Contractor shall remove the equipment immediately upon request and install its replacement without charge.

Routine maintenance includes a thorough washing of the containment and auger compartments upon returning from each dispersal flight. No toxic substances are to be used for the cleaning, and the components must be allowed to dry thoroughly before next dispersal flight. A visual inspection must be performed prior to each flight to ensure cleanliness and that the augers are free and clear of any objects that might prevent free movement.

One dispersal unit will be provided for each aircraft dedicated to the dispersal mission, plus one additional unit to be used as backup. All units will be made available to the Contractor at the Contractor's base of operations for installation in the aircraft.

The fly containment and dispersal equipment is a 28-volt DC electro-mechanical assembly comprised of an aircraft grade, sheet metal housing configured in the form of an "L", and fitted with a fly containment box.

The vertical section (short side of the "L") contains all of the electrical controls and air conditioning components. The horizontal base section contains the fly ejection system, which is made up of three nylon augers, longitudinally mounted and equally spaced in parallel. The base serves as the main support for both the fly containment box and the dispersal machine-to-aircraft mount. The auger system provides the method of extraction of the flies from the base of the containment box to the transition duct through the fly ejection gate. The fly ejection gate slides open for fly release and closes for fly retention.



**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.aphis.usda.gov/mpis/services/contr.html>

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT Alternate I (OCT 1995)	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.212-4	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS	MAY 1999
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2000
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JAN 1991
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986

**I.1 (Continued)**

NUMBER	TITLE	DATE
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-29	TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS	OCT 1995
52.232-30	INSTALLMENT PAYMENTS FOR COMMERCIAL ITEMS	OCT 1995
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE Alternate I (APR 1984)	AUG 1987
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	DEC 1989
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**I.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO  
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL  
ITEMS (FEB 2000)**

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).
- (3) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

**I.2 (Continued)**

- (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
  - (ii) Alternate I to 52.219-5
  - (iii) Alternate II to 52.219-5
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
  - (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (16) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).
- (17) (i) 52.225-3, Buy American Act--North American Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19

**I.2 (Continued)**

U.S.C. 2112 note).

(ii) Alternate I of 52.225-3.

(iii) Alternate II of 52.225-3.

(18) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(19) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

(20) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

(21) [Reserved.]

(22) 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration (31 U.S.C. 3332).

(23) 52.232-34, Payment by Electronic Funds Transfer-- Other than Central Contractor Registration (31 U.S.C. 3332).

(24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

(25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

(26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et

**I.2 (Continued)**

seq.).

(6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial

**I.2 (Continued)**

Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

**I.3 52.216-21 REQUIREMENTS (OCT 1995)**

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 9/30/2005.

**I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE  
CONTRACT (NOV 1999)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS**

ATTACHMENT NO.	TITLE	NO OF PAGES
1	Estimated Weekly Flight Requirements	2
2	Aircraft Operations Manual	24
3	SF-LLL, Disclosure of Lobbying Activity	2



**PART IV - REPRESENTATIONS AND INSTRUCTIONS****SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND  
OTHER STATEMENTS OF OFFERORS****K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE  
DETERMINATION (APR 1985)**

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

---

---

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

**K.1 (Continued)**

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
  - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING  
PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS  
(APR 1991)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

**K.2 (Continued)**

- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
- (A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

**K.3 (Continued)**

- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--  
COMMERCIAL ITEMS (FEB 2000) Alternate III (JAN 1999)**

- (a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

**K.4 (Continued)**

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

- (3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or

**K.4 (Continued)**

business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

**K.4 (Continued)**

- (3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (4) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is a women-owned business concern.
- (5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

- 
- (6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it [ ] is, [ ] is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual

**K.4 (Continued)**

receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

- (7) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

- (A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

- (ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is



**K.4 (Continued)**

participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]

(8) (Reserved)

(9) **HUBZone small business concern.** [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that--

(i) It [\_] is, [\_] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [\_] is, [\_] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It [\_] has, [\_] has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It [\_] has, [\_] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [\_] has developed and has on file, [\_] has not

**K.4 (Continued)**

developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

- (ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
- (f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

- (2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____

(List as necessary)

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g) (1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

**K.4 (Continued)**

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act-- Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.
- (ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____

(List as necessary)

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____

(List as necessary)

- (iv) The government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph

**K.4 (Continued)**

(g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products

LINE ITEM NO.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(List as necessary)

- (3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

LINE ITEM NO.

COUNTRY OF ORIGIN

\_\_\_\_\_  
\_\_\_\_\_

(List as necessary)

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

**K.4 (Continued)**

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

- (1) The offeror and/or any of its principals [ ] are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [ ] are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

**K.5 AGAR 452.222-70 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (JAN 1999) (DEVIATION)(USDA)**

- (a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212 (d)(i.e., the VETS-100 report required by FAR clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it **has [ ], has not[ ]**, submitted the most recent report required by 38 U.S.C. 4212(d).

**K.5 (Continued)**

- (b) An offeror who checks "has not" may not be awarded a contract until the required report is filed.

**SECTION L - INSTRUCTIONS, CONDITIONS, AND  
NOTICES TO OFFERORS**

**L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED  
BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.aphis.usda.gov/mppls/services/contr.html>

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)  
PROVISIONS**

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.212-1	INSTRUCTIONS TO OFFERORS-- COMMERCIAL ITEMS	NOV 1999
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991

**L.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE  
ACQUISITION (FEB 2000)**

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

**L.2 (Continued)**

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent



**L.2 (Continued)**

shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

**L.2 (Continued)**

- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

**L.2 (Continued)**

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

- (1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
- (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest

**L.2 (Continued)**

number that will permit an efficient competition among the most highly rated proposals.

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
  - (i) The overall evaluated cost or price and technical rating of the successful offeror;
  - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
  - (iii) A summary of the rationale for award; and
  - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

**L.3 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a firm-fixed price requirements contract resulting from this solicitation.

**L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)**

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Janette Lever

USDA, APHIS, ABS, CSMT  
Butler Square, Fifth Floor  
100 North Sixth Street  
Minneapolis, MN 55403

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.5 AGAR 452.204-70 INQUIRIES (FEB 1988)**

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

**L.6 AGAR 452.215-71 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND BUSINESS PROPOSALS (SEP 1999)**

- (a) General Instructions. Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.
- (1) The proposal must include a technical proposal and business proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated.
  - (2) Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be

**L.6 (Continued)**

considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this RFP, must be clearly identified.

- (3) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP.
- (4) Offerors shall submit their proposal(s) in the following format and the quantities specified:
  - (a) two copies of the completed, signed offer (Sections A through K of the solicitation package)
  - (b) four copies of the technical proposal
  - (c) two copies of the business/cost proposal

(b) Technical Proposal Instructions.

The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. As a minimum, the proposal must clearly provide the following:

A description of prior similar experience and of the available aircraft and facilities for modification and installation of government-furnished equipment, following the format prescribed in Section M.

(c) Business Proposal Instructions.

(1) Cost Proposal.

In addition to any other requirements for cost/pricing information required in clause FAR 52.215-20, Requirements for Cost or Pricing Data or Information Other Than Cost of Pricing Data (OCT 1997), the following is required:

**L.6 (Continued)****(2) Business Proposal.**

- (a) Furnish financial statements for the last two years, including an interim statement for the current year, unless previously provided to the office issuing the RFP, in which case a statement as to when and where this information was provided may be furnished instead.
- (b) Specify the financial capacity, working capital and other resources available to perform the contract without assistance from any outside source.
- (c) Provide the name, location, and intercompany pricing policy for other divisions, subsidiaries, parent company, or affiliated companies that will perform work or furnish materials under this contract.

**L.7 AGAR 452.215-72 AMENDMENTS TO PROPOSALS (FEB 1988)**

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

**L.8 AGAR 452.237-71 PRE-BID/PRE-PROPOSAL CONFERENCE (FEB 1988)**

- (a) The Government is planning a pre-bid/pre-proposal conference, during which potential offerors may obtain a better understanding of the work required.
- (b) Offerors are encouraged to submit all questions in writing at least five (5) days prior to the conference. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment containing an abstract of the questions and answers, and a list of attendees, will be disseminated.
- (c) In order to facilitate conference preparations it is requested that the person named on the Standard Form 33 of this solicitation be contacted and advised of the number of persons who will attend.
- (d) The Government assumes no responsibility for any expense incurred by an offeror prior to contract award.
- (e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they

**L.8 (Continued)**

are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.

(f) The conference will be held:

Date: May 9, 2000  
Time: 8:00 A.M.  
Location: Curundu Heights, Building 573, Panama City,  
We will meet at the above address, then go to the  
visit the dispersal base and inspect the GFE,  
to the above address for the pre-proposal

**L.9 AGAR 452.237-73 EQUIPMENT INSPECTION VISIT (FEB 1988)**

Offerors are urged and expected to inspect the equipment on which maintenance or repairs are to be performed and to satisfy themselves regarding all conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the equipment constitute grounds for a claim after contract award.

Offerors are invited to inspect the Aerial Dispersal Equipment at Panama City, Panama by telephoning Janette Lever on 612/370-2285 for an appointment.



**SECTION M - EVALUATION FACTORS FOR AWARD****M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED  
BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.aphis.usda.gov/mpsls/services/contr.html>

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)  
PROVISIONS**

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

**M.2 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)**

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

technical capability of the firm, past performance, equipment offered, and price.

Technical and past performance, when combined, are significantly more important.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government

**M.2 (Continued)**

may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**M.3 AGAR 452.216-72 EVALUATION QUANTITIES --  
INDEFINITE DELIVERY CONTRACT (FEB 1988)**

To evaluate offers for award purposes, the Government will apply the offeror's proposed fixed-prices/rates to the estimated quantities included in the solicitation, and will add other direct costs if applicable.

**M.4 EVALUATION CRITERIA**

The Government will make award to the responsible offeror whose offer conforms to the solicitation requirements and represents the best value to the Government, technical quality and cost or price and other price-related factors considered. For this solicitation, the combined weight of technical factors is more important than cost or price and other price-related factors.

The technical evaluation factors and subfactors listed below are in descending order of importance:

**1. TECHNICAL APPROACH**

- A. Demonstration of aircraft and pilot on-line availability
- B. Aircraft suitability and reliability
- C. Quality of solutions to potential problems

**2. PAST PERFORMANCE**

- A. Past performance in meeting reporting dates and application application schedules. Provide a list of references and a narrative describing experience in meeting reporting dates and compliance with application schedules on aerial dispersal or similar projects. Additionally, the offeror shall provide the name, address, and telephone number of the point of contact for each reference identified.
- B. Experience covering special-purpose modifications and certifications for aircraft. Provide information on prior experience and include the name, address and telephone number of each company/business.
- C. Experience in conducting flight operations in foreign countries. Describe experience and provide a list of references, complete with names, addresses and telephone numbers of their point of contact.

**3. OFFEROR'S FACILITIES**

Shop facility and skilled personnel to make modifications and to install government-furnished special-purpose

**M.4 (Continued)**

equipment (referenced GFE) in aircraft. Submit information on shop facility modifications capability and prior experience of each employee responsible for installing government-furnished equipment.

**4. FINANCIAL RESOURCES**

Demonstration of adequate financial resources and stability to support cost of operation.

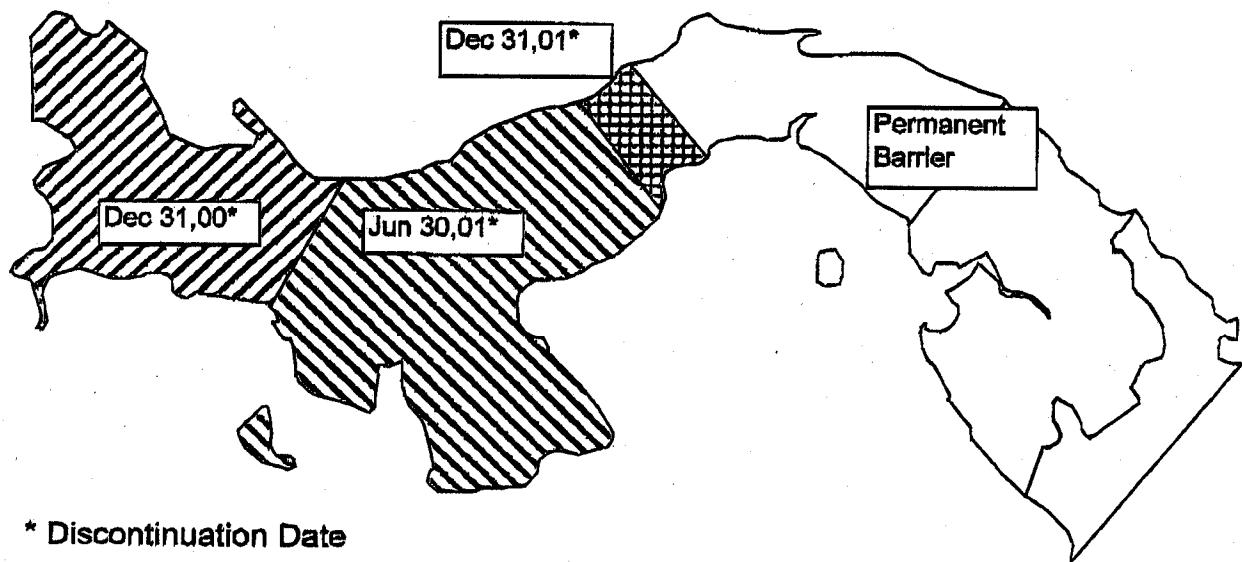
**5. PERSONNEL**

Demonstrated ability to employ sufficient number of qualified operational and support staff to successfully and consistently meet the challenges inherent to performing service contracts in foreign locations.

# Screwworm Eradication Program - Panama

## Weekly Aviation Services Requirements

		Dispersal Flight Hours	Dispersal Aircraft Required	Transport Flights Required
FY'01	1st Qtr. Oct-Dec'00	111	6	6
	2nd Qtr. Jan-Mar'01	91	5	5
	3rd Qtr. Apr-Jun'01	"	"	"
	4th Qtr. Jul-Sep'01	58	3	3
FY'02	1st Qtr. Oct-Dec'01	"	"	"
	2nd Qtr. Jan-Mar'02	56	3	3
	3rd Qtr. Apr-Jun'02	"	"	"
	4th Qtr. Jul-Sep'02	"	"	"
FY'03	1st Qtr. Oct-Dec'02	"	"	"
	2nd Qtr. Jan-Mar'03	"	"	"
	3rd Qtr. Apr-Jun'03	"	"	"
	4th Qtr. Jul-Sep'03	"	"	"
FY'04	1st Qtr. Oct-Dec'03	"	"	Felipillo Plant On- line
	2nd Qtr. Jan-Mar'04	"	"	
	3rd Qtr. Apr-Jun'04	"	"	
	4th Qtr. Jul-Sep'04	"	"	
FY'05	1st Qtr. Oct-Dec'04	"	"	
	2nd Qtr. Jan-Mar'05	"	"	
	3rd Qtr. Apr-Jun'05	"	"	
	4th Qtr. Jul-Sep'05	"	"	



**Screwworm Eradication Program - Jamaica**  
**Weekly Aviation Services Requirements**

		<b>Dispersal Flight Hours</b>	<b>Dispersal Aircraft Required</b>	<b>Transport Flights Required</b>
<b>FY01</b>	<b>1st Qtr. Oct-Dec'00</b>	<b>20</b>	<b>2</b>	<b>1</b>
	<b>2nd Qtr. Jan-Mar'01</b>	<b>"</b>	<b>"</b>	<b>"</b>
	<b>3rd Qtr. Apr-Jun'01</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>4th Qtr. Jul-Sep'01</b>	<b>"</b>	<b>"</b>	<b>"</b>

*U. S. DEPARTMENT OF AGRICULTURE*  
*MARKETING AND REGULATORY PROGRAMS (MRP)*  
*ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)*  
*AIRCRAFT OPERATIONS MANUAL*

*1999*

# MRP/APHIS AIRCRAFT OPERATION MANUAL

## TABLE OF CONTENTS

SECTION I	PAGE
Chapter 1 . . . . .	1
Introduction to MRP/APHIS Aircraft Operations Manual . . . . .	1
Purpose . . . . .	1
Authorities . . . . .	1
APHIS Aircraft Resource and Utilization	
Management Team (ARUMT) . . . . .	2
Responsibilities . . . . .	2
Annual Review of Manual . . . . .	2
Mission Statement . . . . .	2
Chapter 2 . . . . .	3
General APHIS Aircraft Policy . . . . .	3
Official Use of Aircraft . . . . .	3
Requirements for Administrative Travel . . . . .	3
Unauthorized Personnel . . . . .	4
Pilot Certification and Qualifications . . . . .	4
Agency Pilot Identification (ID) Cards . . . . .	4
Flight Plans . . . . .	5
Duty and Flight Time Limitations . . . . .	5
Use of Drugs by Flight Crew Members . . . . .	5
Random Drug Testing . . . . .	5
Smoking in Government Aircraft . . . . .	5
Airworthiness . . . . .	6
Use of Personal Aircraft . . . . .	6
International Flights . . . . .	6
Chapter 3 . . . . .	8
APHIS Aircraft Safety . . . . .	8
Medical Status . . . . .	8
Fire Extinguisher and First Aid Kits . . . . .	8
Aircraft Operation Responsibilities . . . . .	8
Training . . . . .	9
Aircraft Refueling . . . . .	9
Engine Runups . . . . .	9
Chapter 4 . . . . .	10
Administrative Procedures . . . . .	10
Annual Aircraft Reports . . . . .	10
Acquisition of Aircraft . . . . .	10
Disposal of Aircraft . . . . .	11
Use of the Government Fuel Credit Card . . . . .	11

Chapter 5 . . . . .	12
Accident and Incident Reporting and Investigation . . . . .	12
Reporting Accidents and Incidents . . . . .	12
Required Reports and Accident Forms . . . . .	12
Insurance . . . . .	13
 <b>SECTION II</b>	
Chapter 6 <b>RESERVED</b> . . . . .	14
Chapter 7 . . . . .	15
International Services (IS) Aviation Program . . . . .	15
Purpose . . . . .	15
Authorities and Reference . . . . .	15
Directorates of Civil Aeronautics: (Telegraphic	
Identifiers) . . . . .	15
Policy . . . . .	15
Roles and Responsibilities of APHIS/IS	
Aviation Personnel . . . . .	16
Administrative Procedures . . . . .	18
Job Training and Orientation . . . . .	18
Use of Alcohol or Drugs . . . . .	18
Airport Security and Access . . . . .	18
Aircraft and Flight Operations (General) . . . . .	19
Required Aircraft Documents . . . . .	19
Aircraft Ground Operations and Maintenance . . . . .	20
Incident and Accident Reporting . . . . .	20
Taxiing and Marshaling . . . . .	20
Safety Guidelines . . . . .	20
Regional Flight Operations . . . . .	21
Emergency Flight Operations-Evacuation of Aircraft . . . . .	22
Transport and Aerial Application . . . . .	24
Overview of Sterile Fly Dispersal . . . . .	24
Transport Aircraft . . . . .	24
Aircraft Suitable or Unsuitable for Insect Transport . . . . .	24
Transportation of Fertile Insect Cargo . . . . .	25
Documenting Transport Aircraft Operations . . . . .	25
Contractor Performance Requirements . . . . .	26
Job Training and Orientation . . . . .	26
Assignment to Foreign Posts . . . . .	26
Alcohol and Drugs . . . . .	27
Government Furnished Equipment (GFE) . . . . .	27
Chapter 8 . . . . .	28
Plant Protection and Quarantine (PPQ) Aviation Program . . . . .	28
Mission . . . . .	28
Delegated Authority . . . . .	28
Pilot Certification and Qualification . . . . .	28
Flight Restrictions . . . . .	28
Personnel/Crew Member Briefing . . . . .	29
Personal Safety Equipment . . . . .	29



Accident or Emergency Procedures for Pesticide Jettison . . . . .	31
Administrative Procedures . . . . .	33
Reports . . . . .	33
Travel Vouchers . . . . .	33
Credit Cards . . . . .	33

### SECTION III

FORMS . . . . .	34
DEFINITIONS . . . . .	35

## **Chapter 1**

### **Introduction to MRP/APHIS Aircraft Operations Manual**

#### **1. Purpose**

- a. This Manual states the policies, responsibilities, and reporting requirements necessary for a successful aviation management program. The policies and procedures apply to all Government-owned, leased, and cooperative aircraft used for official Government business. All aircraft operators are subject to these policies and procedures and must become familiar with them.

Copies of the Manual must be kept in areas accessible to all employees.

- b. The Aircraft Operations Manual contains specific information on the operation of aircraft within a program unit (Wildlife Services (WS), International Services (IS), Plant Protection and Quarantine (PPQ)). Copies of the Operations Manual must be kept in all owned, leased, and cooperative aircraft.

#### **2. Authorities**

Federal Property Administrative Services Act of 1949; The Economy Act of 1932 (31 USC 1535 and 1536); Office of Management and Budget (OMB), Circular A-126, Improving the Management Of and Use of Government Aircraft; OMB Circular A-76, Performance of Commercial Activities; Code of Federal Regulations (CFR), Title 14, Federal Air Regulations (FAR), in particular:

- Part 37.200 (currently TSO-C91);
- Part 39, Airworthiness Directives;
- Part 43, Maintenance, Preventive Maintenance, Rebuilding and Alteration;
- Part 61, Certification: Pilots and Flight Instructors;
- Part 91, General Operating and Flight Rules;
- Part 121, Air Carriers, Air Travel Clubs, and Operators for Compensation or Hire: Certification and Operations;
- Part 133, Rotor craft External-Load Operations;
- Part 135, Air Taxi Operators and Commercial Operators;
- Part 137, Agricultural Aircraft Operations.

CFR, Title 49, Chapter VIII, Part 830, Notification and Reporting of Aircraft Accidents or Incidents and Overdue Aircraft, and Preservation of Aircraft Wreckage, Mail, Cargo and Records; CFR, Title 41, Subchapter G, Part 101-37, Government Aviation Administration and Coordination and; USDA Department Regulation 5400-4, Aircraft Management.

**3. APHIS Aircraft Resource and Utilization Management Team (ARUMT)**

The ARUMT was formed in 1993 and has the authority to manage APHIS aircraft to ensure compliance with all Federal regulations regarding aircraft. The team consists of 3 Aviation Managers (AM) and the APHIS Aviation Program Manager (PM). The team meets at least twice a year to review the Aircraft Operations Manual, to review all Federal aircraft policy, and to discuss APHIS aviation policy, procedures, and operations.

**4. Responsibilities**

- a. The APHIS PM, Administrative Services Enhancement Unit, is responsible for ensuring that aviation policy is developed and implemented according to Federal regulations.
- b. The AM's are responsible for ensuring that all aviation operations are in compliance with Federal regulations, and assist the PM with developing and implementing aviation policy. The AM's also serve as Contracting Officer Technical Representatives.
- c. The MRP Minneapolis Business Site (MBS), Contracting Team, is responsible for aviation contracting and submitting annual reports regarding the aviation contracts.

**5. Annual Review of Manual**

- a. This Manual will be reviewed and updated or appended as necessary. Written suggestions for additions, changes, or deletions are welcome and will be considered at each review. All suggestions are to be directed to the AM's.
- b. Updates to the Manual will be transmitted with an Issuance Change Transmittal. Each transmittal will include specific instructions on how to update the Manual.

**6. Mission Statement**

- a. APHIS Mission Statement

To provide leadership in ensuring the health and care of animal and plants, to improve agricultural productivity and competitiveness, and to contribute to the national economy and the public health.

- b. Purpose of APHIS Aircraft

Aircraft are utilized within APHIS as a means to support the mission of APHIS by providing aircraft and equipment related support for pest control programs, emergency pest outbreaks, sterile insect dispersal, wildlife management, predator control programs, and monitoring aerial applications contractors. The aircraft also are involved in research and development projects.

## **Chapter 2**

### **General APHIS Aircraft Policy**

#### **1. Official Use of Aircraft**

- a. The use of Agency-owned, leased, or rented aircraft is for official purposes only.
- b. According to the Federal Aviation Administration, FAR Part 1, Subchapter A, Section 1.1, firecraft used only for the United States Government are considered "public aircraft."
- c. The use of Agency-owned, leased, or rented aircraft for the purpose of administrative travel must have the prior approval of the Deputy Administrator.
- d. The number of flight crew members permitted in the aircraft will not exceed the seat and seat belt capacity of the aircraft.

#### **2. Requirements for Administrative Travel**

Administrative travel is subject to the requirements of the OMB Circular A-126, Improving the Management and Use of Aircraft. OMB A-126 mandates that Government-owned, leased, or rented aircraft will not be used for the purpose of administrative travel, unless one or more of the following criteria are met:

- a. The aircraft was scheduled to perform a bona fide mission or training activity, and the minimum mission or training requirements have not been exceeded by the use of the aircraft for administrative travel.
- b. Failure to use the aircraft for administrative travel purposes would result in the failure to meet the minimum mission or training requirements.
- c. No commercial aircraft or airline service was reasonably available to effectively fulfill the transportation requirement.
- d. The variable cost of using a Government operated aircraft (as defined by the providing agency) is not more than the cost of using commercial aircraft or airline service. The cost of using commercial aircraft or airline service includes the costs of any additional travel and lost work time (computed at gross hourly costs to the Government). When the flight is being made to meet a mission or training requirement, secondary use of the flight for transportation would, in effect, be a savings, and cost comparisons would not be appropriate.

### **3. Unauthorized Personnel**

The pilot will not permit any person to ride in the aircraft or any cargo or equipment to be loaded therein unless authorized by the AM. Written authorization is mandatory.

### **4. Pilot Certification and Qualifications**

- a. All pilots must hold a current FAA pilot certificate with the proper ratings for the equipment to be used, and a valid medical certificate. International pilots must have a valid pilot license issued by the respective country.
- b. Any pilot that is actively engaged in APHIS program flight operations, must immediately report to his or her immediate supervisor, and the AM, any known medical deficiency that would make him or her unable to meet the requirements for his or her current medical certificate. See FAR 61.53, Operations During Medical Deficiency.

The AM has the authority to ground a pilot for suspected medical problems. See Chapter 3 for further information.

- c. No Agency pilot may operate an aircraft in a careless or reckless manner so as to endanger the life or property of another.
- d. All Agency pilots must be familiar with Visual Flight Rules (VFR) and Instrument Flight Rules (IFR).

### **5. Agency Pilot Identification (ID) Cards**

- a. All pilots meeting the minimum certification and qualification requirements will be flight checked for proficiency by the AM or designee. Upon satisfactory completion of all flight tests, the pilot will be issued an Agency Pilot Identification Card, APHIS Form 76, WS; APHIS Form 77, IS; or APHIS Form 78, PPQ by the AM.
- b. The pilot will carry this card on his person during all Agency operations.
- c. Pilot ID cards can only be issued by the AM.
- d. Pilot ID cards may be suspended or revoked by the AM for failure to meet the minimum safety or medical standards, or for reasons of general unsatisfactory performance in operating and/or maintaining the aircraft. If a pilot is involved in an aircraft accident/incident, the AM may suspend a pilot's ID card, and flight authority, until the completion of an accident/incident investigation.

**6. Flight Plans**

The pilot will file a flight plan with the appropriate facility, or other responsible entity.

**7. Duty and Flight Time Limitations**

Duty and flight time for all flight crew members will be limited to no more than 8 hours of flight time and 12 hours duty time during each 24-hour period, and no more than 40 hours flight time during any 6-day period. Flight time in excess of 8 hours during the 24 hour period may be exceeded for ferry time only, but ferry time must be counted toward the 40 hours maximum during the 6-day period. Crews reaching the 40-hour maximum will be granted a minimum of 24 hours rest time before beginning another duty cycle.

Deviation or waiver from the limitations must be approved by the AM.

**8. Use of Drugs by Flight Crew Members**

a. No individual will act as a flight crew member on Agency flights while taking, or under the influence of, any drug or medication that affects that person's faculties in any manner contrary to safety. These drugs include, but are not limited to:

- (1) Antihistamines (found in most over-the-counter cold medications).
- (2) Muscle relaxants.
- (3) Some pain killers.
- (4) Some motion sickness preventatives.
- (5) Alcohol and narcotics.

b. No person will act as a flight crew member within 8 hours after the consumption of any alcoholic beverage, or while under the influence of alcohol.

**9. Random Drug Testing**

Agency pilots are required by Departmental Regulation 6116, Drug Free Workplace, to submit to random drug testing. Refusal to submit to drug testing can lead to a 30-day suspension or removal from duty.

**10. Smoking in Government Aircraft**

Smoking is **NOT ALLOWED** in Government-owned or leased aircraft.

## **11. Airworthiness**

- a. Aircraft used by the Agency will have a valid FAA Airworthiness Certificate and the installation of any special equipment must have approval. Equipment or alterations must be approved by an FAA Supplemental Type Certificate (STC) or have a field approval evidenced by a properly executed FAA Form 337, Major Repair and Alteration.
- b. No pilot will fly an aircraft that does not meet airworthiness standards.

## **12. Use of Personal Aircraft**

- a. Employees may use their personal aircraft for the purpose of official travel, if the AD-202, Travel Authorization, indicates the mode of travel.
  - (1) Employees are responsible for ensuring the aircraft has met all maintenance requirements and is in safe condition to operate.
  - (2) Employees are responsible for ensuring that their pilot's certificate and medical examination are up to date.
- b. Employees are not authorized to carry other employees for transportation or official business in their personal aircraft.
- c. Employees using their aircraft for official business are responsible for any repairs or replacement costs, should an aircraft accident or incident occur.

## **13. International Flights**

- a. International flights will be conducted in accordance with International Civil Aircraft Organization (ICAO) rules for instrument (IFR) and 2 visual (VFR) operations.
- b. The Jeppessen Airways Manual or National Oceanographic Survey (NOS) procedures for low and high altitude flight will be followed for instrument flight and will serve as the minimum criteria for safe flight.
- c. Except as instructed by Air Traffic Control (ATC), transport flights will be conducted via the most direct airway at not less than the minimum en route altitude (MEA). The Pilot-in-Command (PIC) will request direct fix-to-fix authorization from ATC as weather permits, in order to reduce the flight time to the destination or alternate.

- d. Additional deviations from the established airway(s) may be conducted in order to avoid hazardous weather and resolve emergencies as authorized by ATC or deemed necessary by the PIC.
- e. Transport aircraft will be operated in accordance with the aircraft manufacturers Pilot's Operating Manual at the best recommended cruise speeds for the altitude or flight level, weather/turbulence conditions permitting.
- f. Cargo will be loaded and secured in accordance with the instructions specified by the aircraft manufacturer, in compliance with weight and center-of-gravity limitations.
- g. All program cargo will be accompanied with program documents indicating the type, quantity, and destination.



## **Chapter 3**

### **APHIS Aircraft Safety**

#### **1. Medical Status**

- a. Personnel must be in good medical condition when participating in aerial operations as a member of the flight crew. The AM may require medical examinations of flight crew members at any time to determine their medical ability to perform the required flight duties. These medical examinations will be at the expense of the Government.
- b. To guard against hearing deterioration caused by the continuous high noise level of the aircraft cabin, hearing protection devices will be issued.

#### **2. Fire Extinguisher and First Aid Kits**

- a. A fire extinguisher will be carried in each aircraft and must be Department of Transportation (DOT) or Underwriters Laboratory (UL) certified.
- b. The fire extinguisher must be accessible to the flight crew.
- c. A first-aid kit will be in each aircraft and will meet the following specifications:
  - (1) The first-aid kit container must be sturdy, dust-proof, and moisture-proof.
  - (2) The kit must be located in, or accessible from, the aircraft cabin area.

#### **3. Aircraft Operation Responsibilities**

- a. The PIC of an aircraft is directly responsible for and is the final authority in the operation of the aircraft.
- b. The PIC may cancel or postpone any flight, which in his/her judgement, is unsafe or unwise due to weather, any malfunction of the aircraft or special equipment installed, or for any other reason which may affect the safety of the flight.
- c. The PIC will not be required to operate an aircraft under conditions beyond the pilot's or aircraft capability. If requested by the AM, the PIC may be required to submit a written explanation for canceling, postponing, or terminating a flight.
- d. The PIC is responsible for ensuring that any aircraft functional discrepancy is promptly reported and corrected, and that the aircraft is equipped, inspected, and maintained in accordance with applicable FAA and program regulations.

#### **4. Training**

- a. Each AM is responsible for ensuring that all supervised pilots and mechanics receive regular training that will enhance safe operations and procedures.
- b. Symposia and flight training sessions will be held annually and attended by all Agency pilots, pilot trainees, and contract pilots, where possible.

These sessions will emphasize the unique nature of Agency flight operations and through group participation should enhance the proficiency of the participants, facilitate exchange of new ideas, and generally improve the safety of the operations.

#### **5. Aircraft Refueling**

Pilots will ensure that the following safety procedures are followed during refueling:

- a. No electrical power will be applied during refueling, unless required by the aircraft manufacturers' servicing procedures.
- b. Pilots and mechanics must use properly identified fueling facilities and pumps.
- c. Grounding wires will be used during refueling at both the fuel source and aircraft.
- d. Refueling signs, extinguishers, and wheel chocks or other vehicle restraints will be used.
- e. Fueling personnel should refrain from wearing nylon clothing because it generates static electricity.
- f. Maintenance and nonessential systems operations will be suspended during refueling.
- g. Fuel servicing should not be conducted during activity of meteorological electrical activity (i.e., presence of lightning).

#### **6. Engine Runups**

- a. Engine runups will be conducted in secure areas with control tower clearance (where applicable) prior to start up, with a ground observer, if available.
- b. High power operations will be conducted on runway access taxiways, runways, or maintenance ramps.

## **Chapter 4**

### **Administrative Procedures**

#### **1. Annual Aircraft Reports**

- a. The General Services Administration (GSA) requires that all aircraft operations cost data be submitted no later than January 1, of each year.

In order to ensure a timely response to this requirement, the AM's will forward the Federal Aviation Management Information System (FAMIS) diskette, recording all aircraft costs, to the Service Enhancement Unit, PM by December 12, of each year.

- b. The PM will compile all aircraft data and submit one report to the Department, Procurement and Property Management Division (PPMD).
- c. Each year, the PM must submit a certification of need of APHIS aircraft to PPMD. The certification must state that APHIS aircraft are the type, size, and number necessary to meet mission requirements.

#### **2. Acquisition of Aircraft**

- a. The acquisition and utilization of aircraft must be studied for maximized use. Where possible, permitted and feasible, rotation of aircraft will be adopted in order to make use of available flight time and minimize fleet size.
- b. Additional and replaced aircraft cannot exceed the APHIS ceiling, set by Congress. Contact the PM to ensure that the aircraft ceiling for the year has not been exceeded before acquiring any aircraft.
- c. Before aircraft are acquired, a cost comparison study must be completed, as defined in OMB Circular A-76, Performance of Commercial Activities.
- d. When acquiring aircraft from GSA excess property, SF-122, Transfer Order, Excess Personal Property, must be completed and submitted to MBS, Property Team.
- e. When aircraft are purchased from the private sector, a Purchase Order must be approved by the AM and forwarded to the responsible procurement office.
- f. When aircraft are acquired, the Form GSA 3550, Aircraft Inventory, must be completed and forwarded to ASEU, quarterly.

- g. For Agency transfers of aircraft, Form AD-107, Report of Transfer or Other Disposition or Construction of Property, must be completed and sent to MBS, Property Team. Form GSA 3550, must be submitted to ASEU, quarterly, to indicate any aircraft transfers.

### **3. Disposal of Aircraft**

- a. Before a program unit disposes of any aircraft, the other program units must be notified and given the opportunity to acquire the excess/disposed aircraft.
- b. To dispose of aircraft, SF-120, Report of Excess Personal Property, must be completed and forwarded to MBS, Property Team.
- c. When aircraft are excessed, the Form GSA 3550, Aircraft Inventory, must be completed and forwarded to ASEU quarterly.

### **4. Use of the Government Fuel Credit Card**

The Government fuel credit card can only be used for official purposes to purchase fuel, fuel related supplies, and or ground services for Government-owned or leased aircraft.

## **Chapter 5**

### **Accident and Incident Reporting and Investigation**

#### **1. Reporting Accidents and Incidents**

- a. The National Transportation and Safety Board (NTSB) is responsible for investigating all aircraft accidents and incidents.
  - (1) All aircraft accidents will be reported, by the most expeditious means available, to the nearest NTSB field office and to the AM.
  - (2) The AM is responsible for investigating any accident or incident that the NTSB is not required to investigate.
- b. In addition to the information required by NTSB 830.6, the person involved in the accident/incident, or a responsible person close to the site will provide the AM with the following:
  - (1) Location and condition of injured or deceased persons,
  - (2) Name, address, and telephone number of the program involved,
  - (3) Circumstances of the accident/incident,
  - (4) Estimated dollar amount of any property damage, and
  - (5) Agencies, names, and titles of personnel notified.
- c. The reporting of an accident/incident should not be delayed due to the lack of some information. Missing information should be furnished when it becomes available.

#### **2. Required Reports and Accident Forms**

Certain reports and accident forms must be completed, as indicated below, and submitted to the AM within the time frames specified:

- a. NTSB 6120.1/2, Pilot/Operator Aircraft Accident Report, will be submitted to the AM within 5 days. The AM must forward the report to the respective NTSB field office within 10 days of the accident.

A copy of the form must also be forwarded to the Service Enhancement Unit, Procurement and Property Policy Team.

- b. If the accident occurred during non-duty hours, the supervisor will complete the OF-26, Data Bearing on Scope of Employment of Motor Vehicle Operator.

- c. If there is damage to APHIS-owned accountable property such as aircraft, guns, radios, etc., the supervisor must complete Form AD-112, Report of Unserviceable, Lost or Damaged Property, and submit it to MBS, Property Team.
- d. The AM will review all accident reports to ensure completeness and accuracy, and forward them to the appropriate offices.

### **3. Insurance**

Owners of rented, chartered, leased or contracted aircraft are required to maintain liability insurance as required by the State in which the operations are being conducted and as specified in the contract or aircraft rental provisions covering the operation of that aircraft.

Chapter 6, Part 1

Wildlife Services (WS) Aviation Program

**RESERVED**

## **Chapter 7, Part 1**

### **International Services (IS) Aviation Program**

#### **1. Purpose**

This Manual will serve as the basis for familiarization and orientation for APHIS/IS and contract personnel with regard to APHIS/IS aviation resource requirements for Plant Protection and Quarantine (PPQ), and Veterinary Services (VS). This Manual serves as a reference and operations manual in regard to PPQ and VS Aerial Operations in IS.

#### **2. Authorities and References**

In addition to the Authorities cited in Chapter 1 of this Manual, IS also complies with the following:

- a. International Civil Aircraft Organization (ICAO).
- b. The Jeppessen Airways Manual (LA-04).
- c. The Airmens Information Manual.
- d. Pilot/Controller Glossary.
- e. Customs Guide for Private Fliers.
- f. Las Leyes Sobre Las Vias Generales de Comunicaciones (Mexico).
- g. FAA Advisory Circular "Mountain Flying Tips."
- h. Local aircraft operations directives and notices as appropriate in each country of USDA operations.

#### **3. Directorates of Civil Aeronautics: (Telegraphic Identifiers)**

DAEROCIVIL (Guatemala); CIVILAIR BELIZE (Belize); AEROCIVIL (El Salvador); IRGA (Honduras); DIDAC (Nicaragua); AEROCIVIL SAN JOSE (Costa Rica); AEROCIVIL PANAMA (Panama); and Secretaria de Comunicaciones y Transportes (SCT) (Mexico).

#### **4. Policy**

- a. The APHIS/IS program in Latin American Region I (LAR) and Region V (Screwworm) are committed and dedicated to the eradication of the Mediterranean, Mexican, and other fruit flies, and screwworm (*Cochliomyia hominivorax*) respectively, through the effective administration of sterile insects.



- b. Aircraft operations will be structured and managed accordingly. Commercially provided and Agency-owned aviation resources and services are used to ensure compliance with mission goals. In view of the inordinate cost of aviation resources, each APHIS manager will ensure against abusive use of aviation equipment and personnel.
- c. APHIS/IS supports Equal Employment Opportunity (EEO) and will ensure full implementation within the full scope and spirit of the EEO Program.
- d. All personnel affiliated with missions requiring aviation resources, will constantly strive to improve and accomplish goals in the most reliable, effective, and economic manner.

## **5. Roles and Responsibilities of APHIS/IS Aviation Personnel**

The following personnel will ensure that legal and operational limitations defined and set by aviation authorities, (laws, regulations, and directives) and technical limitations, (i.e., as specified by aircraft operations manual/pilots' operating handbook, aircraft maintenance manual(s), grounding discrepancies, flight crew limitations, inclement weather, etc.) will not be surpassed by mission requirements except as authorized by the Administrator, FAA.

- a. The Deputy Administrator, IS, will ensure that personnel employed in key aviation positions have "hands-on" experience in the field of aviation, general administration, a professional and congenial personality, and knowledge of the foreign language (commensurate with the country of operations) of sufficient depth in order to deal effectively with ambiguities and inflections possibly used in opposition to the best interests of the mission.
- b. The Regional Director serves as the Chief of Program and has overall responsibility for the timely, economic, and efficient execution of all functions in support of a regional program.
- c. The Area Director is the officer responsible for all mission operations within an area assigned by the Regional Director.
- d. The Aviation Manager (AM) is responsible for the development of the APHIS/IS aviation program. The AM will ensure that all aircraft operations and related support functions are conducted in accordance with all pertinent laws, directives, and regulations in each country and area of operations. The AM will ensure that proper corrective measures are implemented in a positive and timely manner.
- e. The Contracting Officer (CO) is a warranted contract specialist charged with the responsibility of procuring services and supplies for the APHIS/IS aviation program, in accordance with Federal regulations. The CO delegates duties to additional qualified personnel in order to verify and ensure proper contract execution.

- f. The Contracting Officer's Representative (COR) serves as an interface between the aviation contractor and CO in routine operations and contract administration.
- g. The Contracting Officers' Technical Representative (COTR) serves as the technical eyes and ears of the CO and COR and has the authority to take limited action in the field. The COTR is the technical interface between the Contractor, the CO, Monitors, Area Directors and foreign government aviation and military authorities. The COTR is the primary technical inspector for the aviation specialty contract.

THE COTR DOES NOT HAVE AUTHORITY TO MODIFY OR CHANGE ANY TERMS AND CONDITIONS OF THE CONTRACT. THE CONTRACTING OFFICER IS THE SOLE USDA OFFICER EMPOWERED TO CONDUCT NEGOTIATIONS AND MODIFY OR CHANGE THE TERMS OF THE CONTRACT.

## **Chapter 7, Part 2**

### **Administrative Procedures**

#### **1. Job Training and Orientation**

- a. A safe aviation environment requires all associated personnel to be thoroughly familiar with their duties and environmental hazards.
- b. Contract personnel will receive training in their respective areas of responsibility to ensure that safety is not compromised in their work area(s).

#### **2. Use of Alcohol or Drugs**

- a. Any employee on duty at an airport facility, suspected or confirmed to be under the influence of alcohol or other substance, will immediately be removed from the airport facility by the immediate supervisor until the employee's condition is determined.
- b. Employee's must be examined professionally and remedial action taken before they are allowed access to an aircraft.

#### **3. Airport Security and Access**

- a. All crew members will comply with all local, State and Federal directives, laws, and regulations as specified by the country of operations.
- b. In the interest of airport security and aviation safety, no person will be given access to the screwworm distribution center, the aircraft ramp (flight line), or any other secure area of the airport without securing permission and clearance through the center distribution chief and the airport security chief. Failure to comply may result in permanent barring from the premises, fines, and legal actions by local authorities.
- c. Official access may be rescinded at the discretion of the area director, official representative, or airport authority.
- d. Official identification cards will be issued to each person requiring access as needed for the performance of official duties. Id's will be worn in plain view while on duty.
- e. Each area director will ensure that personnel with access to restricted program and airport areas receive full orientation and understand the attendant responsibilities.

#### **4. Aircraft and Flight Operations (General)**

- a. All aircraft assigned and used by APHIS/IS, whether Government-owned or commercially provided, will be operated solely for the purpose of mission execution; aerial application, sterile insect dispersal, contract monitoring, service verification and supervision, and research and development.
- b. In view of safety, maximized use of minimum resources, economic constraints, price of fuel, and remote location of APHIS/IS mission aircraft, turbo propeller aircraft are preferred.
- c. For the sake of economy through precision navigation, all flights should be augmented through the use of Global Positioning Systems. Point-to-point navigation should be requested whenever possible in order to eliminate unnecessary flight time; weather and ATC permitting.
- d. Weather radar and/or Stormscope equipment is highly advised as airborne safety devices. Although not required for basic airworthiness, weather monitoring by the PIC allows a greater mission compliance capability and effectiveness.

#### **5. Required Aircraft Documents**

The following aircraft documents are to be on board each aircraft of U.S. registry and are subject to review by USDA officers or civil aeronautical authorities. **FAILURE TO HAVE THESE DOCUMENTS ON BOARD MAY SERVE AS CAUSE FOR THE IMMEDIATE GROUNDING OF THE AIRCRAFT.**

- a. Airworthiness Certificate.
- b. Registration.
- c. Radio Communications License (FCC Permit).
- d. Pilots Operating Handbook
- e. Aircraft, engine, and propeller log books (duplicates acceptable). These must be current and include all applicable airworthiness directives.
- f. Minimum Equipment List (MEL). This list will be provided by the contractor for operations in VFR and IFR operations of transport and dispersal aircraft.
- g. Discrepancy and Corrective Action Form. This form identifies the discrepancy, in the opinion of the person making the entry. The name, license number, date, and signature of the mechanic who corrected the discrepancy will be documented clearly in the corrective action block.

## **6. Aircraft Ground Operations and Maintenance**

- a. All APHIS/IS and contract personnel will have documentation attesting to training and competence in the handling, servicing, and maintenance of aircraft.
- b. Discrepancies must be repaired before the next flight, instead of being carried until the next scheduled inspection. Discrepancies not affecting airworthiness may be repaired at the next scheduled inspection.
- c. Classification of repairs:
  - (1) Minor: Affects the condition of aircraft but not airworthiness. Discrepancies should be repaired at home base as soon as possible.
  - (2) Major: Directly affects airworthiness; grounds aircraft until repairs are accomplished.

## **7. Incident and Accident Reporting**

- a. Incidents and accidents in foreign countries are frequently handled by the host country in a manner similar to the United States (NTSB Part 830).
- b. Aircraft operators in support of U.S. operations abroad will submit incident and accident reports to the Area Director of the aircraft assignment within the same time constraints as Part 830. The area director will serve as liaison with the USDA regional director if the aircraft belongs to the Agency and with COR if under contract.

## **8. Taxiing and Marshaling**

- a. Aircraft operating at airports with control towers will receive tower clearance prior to taxiing.
- b. APHIS/IS will avoid the use of airports without control towers, whenever possible.
- c. Marshaling will be conducted at congested ramps and whenever within close proximity (less than 10 feet) from other aircraft and other obstructions.

## **9. Safety Guidelines**

- a. All aviation employees must receive an orientation and become familiar with the APHIS/IS aviation program. Employees will be instructed thoroughly as to their duties and the supervisor will ensure that the employee understands and is competent to perform satisfactorily.

- b. A few "tools" for the promotion of safety.
  - (1) Checklists. These need not be long and tedious. The essential items should be clear and concise. Colors and figures (drawings and pictures) may assist in promoting efficient use.
  - (2) Seminars and General Meetings. These should be conducted periodically to generate cohesion among workers and disseminate new information or give recognition of exceptional performance.
  - (3) Annual Review. This should serve to recall outstanding accomplishments and mistakes. The lessons learned from errors are invaluable in order to prevent repetition. Annual statistics will be compiled for categories of types of incidents and accidents by type of aircraft and conditions.

## 10. Regional Flight Operations

- a. Region 5 Operational Routine
  - (1) Each base has a dispersal department which is responsible for the preparation and distribution of Form FO-6, Aircraft Scheduling Summary, and Form FO-3, Reporte de Tiempo de Vuelo y Dispersion de Mosca, (Flight Time Report and Fly Dispersion).
  - (2) Forms FO-6 and FO-3 are routinely presented to the chief pilot, whether contract or APHIS, the day prior to the dispersal flights, traditionally by 1600 hours, in order to prepare the personnel and aircraft for the following days' missions.
  - (3) After returning from each flight, each pilot completes the respective Form FO-3 and turns it in to the chief pilot for review and signature, then turns it into the dispersal department. After a final review, and approval, the COTR, or contract monitor signs for acceptance and distribution.
- b. The Airmans' Information Manual, Section 3, provides guidance primarily for U.S. airports. Aircraft movements outside of the United States require a higher degree of situational awareness than usual. Even though most tower controllers in foreign countries speak English (sometimes not as fluently as one would expect) it is common for natives to speak in their own language. Foreign tower operators may be more responsive to aircraft operations in their native language.
- c. Many foreign airports do not have as many operations in comparison to several congested U.S. terminals. Pilots should not expect the same responses as if in the U.S. It is advisable to allow for a greater response time when ATC is conducting communication in more than one language.

d. Domestic Flights and Sorties

Regardless of aircraft registration number, country of origin, or permanent home base, each flight terminating within the boundaries of the same country of departure will be considered a domestic flight. Typically, most sterile insect dispersal flights are domestic.

**11. Emergency Flight Operations - Evacuation of Aircraft**

a. Weather Related Evacuations

The ultimate responsibility for evacuation of an aircraft due to weather lies with the owner of the aircraft. Contract aircraft will have equal priority as APHIS/IS in evacuations.

- (1) Coordination with the area director and the AM and contractor(s) where applicable will be maintained throughout the weather alert and tracking. The area director will inform the regional director on the impact of the mission and will keep record of the departure and return of aircraft to the base of assignment.
- (2) Weather must be monitored in order to make a sound determination for evacuation without exposing flight crew members to unnecessary risk.
- (3) APHIS/IS and contract aircraft will be evacuated to a predetermined "safe haven" for protection from dangerous weather.
- (4) All aircraft in service will be prepared for departure in readiness for evacuation.
- (5) Flight crew members will go on alert and remain on standby ready status with prepared flight plans on hand in order to expedite departures as soon as notification is made.
- (6) If needed, and conditions permitting, aircraft and crews may be temporarily assigned to an alternate base/area for the duration of inclement weather at the primary base.
- (7) The area director will coordinate the redirection of cargo with the office of the regional director, director of production, area director of the alternate area, the AM, or CO.
- (8) Any aircraft that cannot depart a base threatened by inclement weather and cannot be hangared, should be secured as appropriate.

NOTE: It is advisable to secure wooden 2X4's to the upper wing surface, lengthwise along the main spar in an effort to minimize lift generated by high winds.

b. Evacuation Due To Civil Disturbance

Area directors will coordinate with the contractor, and regional director immediately upon determining a factor of risk to aviation resources or personnel.



## **Chapter 7, Part 3**

### **Transport and Aerial Application**

#### **1. Overview of Sterile Fly Dispersal**

Aerial distribution of sterile Mexican Fruit Flies (Mex Flies), Mediterranean Fruit Flies (Med Flies) provided by PPQ and Screwworm Flies, provided by VS, has proven to be an effective method to combat fertile flies in the field.

The distribution of Mex and Med flies is generally in a local area, usually comprised of one or more orchards. Med and Mex flies attack fruit while Screwworms attack live, warm-blooded animals. Treatment is limited to the infested sites with a peripheral margin for security in treatment.

The distribution of sterile Screwworm flies requires the use of extensive flight patterns that usually cross the span of an entire Latin-American country with flight times of five hours. The flight pattern most frequently used is the "grid" system, with two or more parallel lanes flown between 1,500 to 10,000 feet above ground.

The quantity, or density of fly dispersal for both types of flies is determined by feedback from field inspection to the area directors.

Sterile-fly dispersal aircraft are dependent on the resources available. Dispersal aircraft may range from single engine piston and helicopters (piston or turbine powered) for close, slow, small radius application, suitable for Med and Mex fly dispersal, to the faster, larger turbo propellor twins for speed and large area coverage, suitable for Screwworm fly dispersal.

#### **2. Transport Aircraft**

- a. Except as authorized by the APHIS/IS regional director, no aircraft that has been used to transport pesticides or any substance which could alter or endanger the live insect cargo will be used for the purpose of transporting live insects, whether in pupae, larvae, or fly stage.
- b. Operators of transport aircraft who cannot determine if detrimental substances have been transported on board will request approval from the APHIS/IS regional director to have the entomological advisor or quality control officer examine the aircraft and make a determination about the aircraft.

#### **3. Aircraft Suitable or Unsuitable for Insect Transport.**

- a. The regional director may waive the aircraft examination upon advise from the AM or CO.

- b. Aircraft used for transportation of cargo will be capable of flight under Instrument Flight Rule (IFR) in respective countries of operation at maximum gross weight limits. Performance of multi-engine aircraft will meet required climb gradients for obstruction clearance and safe operation with one engine inoperative under existing meteorological conditions for each flight.

#### **4. Transportation of Fertile Insect Cargo**

- a. Transportation of fertile insect cargo will be handled as critical. Except as authorized by the regional director, flights transporting fertile APHIS/IS insect cargo will be accompanied by and assigned to an APHIS officer. Insect cargo will be transported in a container authorized by the entomological advisor and quality control officer. The container will be clearly marked as to the contents and destination. Contract aircraft must use IS Form "Justification for Transportation of Cargo" for any cargo except sterile pupae.
- b. Modifications to aircraft of U.S. registry and special equipment used for the containment, preservation, and distribution of sterile insects will be made in accordance with FAR Part 43 and must perform to the technical standards established by APHIS/IS technical advisors.
  - (1) Entomological Advisor;
  - (2) Mechanical Engineering Advisor; and
  - (3) Aviation Manager.

#### **5. Documenting Transport Aircraft Operations**

- a. Region V - Screwworm Operations
  - (1) A delivery schedule is published and made available to contract pupae transport personnel.
  - (2) A Form FO-3 is completed after each transport flight, by contract pilots, which is reviewed, signed, and disseminated by the COR.
  - (3) Cargo consists of 40 quart, Styrofoam coolers filled with approximately 400,000 sterile Screwworm pupae, weighing not more than 45 pounds each. Current production cycles, emergence center requirements, and delivery aircraft handle 50 coolers per delivery.

## **Chapter 7, Part 4**

### **Contractor Performance Requirements**

#### **1. Job Training and Orientation**

- a. No contract employee will begin service under the terms of the contract without prior introduction to the contract monitor and the chief of the fly distribution center or the COR.
- b. Contractors will ensure that all personnel employed on aircraft ramps flightlines have been thoroughly trained in maintenance and ground safety "before the employee is subject to duty." If an employee is undergoing on-the-job-training (OJT) there will be an identified trainer in the presence of the trainee until operational capacity is attained and certified.
- c. All contract personnel, whether foreign or U.S., will become thoroughly familiar with the program, including their responsibilities and the program personnel with whom they work.
- d. APHIS/IS will provide contract personnel with training and orientation in the:
  - (1) Completion and processing of required forms;
  - (2) Mission and program operations as relates to contracted support;
  - (3) Technical mission requirements;
  - (4) Use and care of Government Furnished Equipment (GFE).

#### **2. Assignment to Foreign Posts**

- a. Newly assigned contract employees will be given a brief tour of the post of assignment and an introduction to the head of each department "prior to the execution of duties at the new post."
- b. All contract personnel employed for foreign assignments must have a charismatic and harmonious attitude and must be screened to ensure unquestionable personal integrity.
- c. Contractors will not assign personnel to foreign posts that demonstrate an apparent dislike of the conditions, customs, and people of the area of assignment.
- d. In order to maintain a productive relationship, the contractor will ensure that each employee has a comprehensive understanding of the culture and customs of the area of assignment.

- e. Contract personnel will conduct themselves and maintain a dress code that reflects the professional posture of the contractor and the U.S. Government.
- f. Personnel will refrain from argumentative or conflicting conduct with foreign nationals while on assignment abroad and will dedicate themselves to the purpose of the mission.

**3. Alcohol and Drugs**

Contractors will:

- a. Ensure that aircrew members comply with FAR 91.17, Alcohol or Drugs.
- b. Ensure that no "aviation support" personnel perform duties under contract to the Agency while under the influence of drugs or alcohol.
- c. Implement a random drug testing program.

**4. Government Furnished Equipment (GFE)**

- a. GFE will be utilized as deemed necessary by APHIS/IS as required in order to ensure mission compliance capability.
- b. Contractor supplied GFE will be utilized and maintained in accordance with instructions provided by APHIS/IS.
- c. All airborne equipment will conform to standards and requirements specified by the United States Department of Transportation and The Federal Aviation Administration in Parts 91 and 43 of the Federal Aviation Regulations.
- d. APHIS provides the Fly Containment and Ejection System for Region V.

## **Chapter 8, Part 1**

### **Plant Protection and Quarantine (PPQ) Aviation Program**

#### **1. Mission**

PPQ utilizes aircraft responsible for planning and providing aircraft and equipment related support for pest control programs, emergency pest outbreaks, sterile insect rearing facilities, sterile insect dispersal systems, and the monitoring and supervision of aerial application contractors. PPQ also designs and fabricates specialized dispersal equipment with other research and development activities.

#### **2. Delegated Authority**

The Director, Aircraft and Equipment Operations (AEO) has the delegated authority for the execution of aircraft and equipment related activities to support the mission of PPQ. This includes the planning, acquisition, evaluation, and implementation of the PPQ aircraft program.

#### **3. Pilot Certification and Qualification**

All personnel assigned as crew members will be adequately trained for the specific operation.

- a. The PIC may reject or ground any crew member if the PIC does not consider the individual adequately trained, the crew member refuses to comply with any directive or command of the PIC, or the PIC has reason to believe that the crew member is under the influence of any alcoholic beverage, medication that may affect alertness or response, or drug which is designated an illegal or controlled substance. If the PIC rejects or grounds a crew member, a written statement will be submitted to the program manager and the Director, AEO, specifying the reason for such rejection or grounding.
- b. A crew member has the authority to refuse to fly and can request that the PIC terminate any flight, but the crew member may be required to submit a written explanation for such refusal or termination of flight.

#### **4. Flight Restrictions**

- a. All program flights will be conducted in the safest possible manner and in accordance with FAR 91 and/or FAR 137 and any State or local laws, regulations, or ordinances.
- b. Where program demands require deviations from any Federal, State or local regulations, laws, or ordinances, the Director, AEO or his designee will:

- (1) Obtain a waiver from the appropriate FAA Flight Standards District Office pursuant to FAR 91, Subpart J, prior to commencing flight operations.
- (2) Obtain a waiver or letter of permission from the respective State or local authorities prior to commencing flight operations.

#### **5. Personnel/Crew Member Briefing**

The PIC is responsible for ensuring that any personnel or first time crew members are briefed prior to take off. The briefing will be given orally and may be supplemented with a printed card and must include the following:

- a. Smoking regulations,
- b. Use of seat belts and shoulder harness,
- c. Placement of seat backs in an upright position before take off and landing,
- d. Emergency exits,
- e. Locations and use of the fire extinguisher and first aid equipment, and
- f. Any special mission oriented requirements.

#### **6. Personal Safety Equipment**

- a. The following safety equipment will be made available for use, to all PPQ pilots, while operating PPQ aircraft:
  - (1) For flight operations conducted under FAR, Part 137, a Department of Transportation (DOT) approved noise attenuating flight helmet that has a minimum noise rating of 20db attenuation at 1,000 Hz and 30db attenuation at 4,000 Hz.
  - (2) For flight activities other than operations conducted under FAR, Part 137, an approved DOT noise attenuating headset that has a minimum noise rating of 20db attenuation at 1,000 Hz and 30 db attenuation at 4,000 Hz.
  - (3) Approved shatter proof goggles or impact resistant polycarbonate visor.
  - (4) Fire resistant gloves and fire resistant clothing that covers both top and bottom portions of the body.

- (5) The appropriate safety equipment as required by the pesticide label, for the pesticide being used.
- b. The Agency will not provide undergarments. However, if undergarments are worn, they should be made of natural fiber materials. Synthetic fibers may melt and cause severe burns to the skin in a fire or chemical related accident.

## Chapter 8, Part 2

### Accident or Emergency Procedures for Pesticide Jettison

1. Hopper loads will be jettisoned at any time the pilot feels that flight with the hopper contents jeopardizes flight safety to the degree that continued flight with the load to a suitable airport or landing facility is impractical, impossible, or a crash is eminent.
2. When an accidental or emergency pesticide jettison occurs the pilot will:
  - a. Notify the Director, AEO, as soon as practical, specifying the location, amount of pesticide jettisoned, agencies notified, circumstances of the jettison, and status of the pilot and aircraft.
  - b. Notify the project leader specifying the geographical location and estimated amount of pesticide jettisoned.
  - c. Upon landing, park the aircraft in an isolated area and inspect the aircraft for contamination. If the aircraft has been contaminated, the pilot will request assistance from the project leader to decontaminate the aircraft prior to any further aerial operations. If project personnel cannot decontaminate the aircraft, the pilot will request assistance from the airport or local fire department's hazardous waste disposal unit.
  - d. Maintain security and limit access to the aircraft to appropriately attired personnel directly assigned to decontaminate the aircraft and area.
  - e. Assist the project leader in locating the jettison site and making appropriate notifications.
3. In the event of a crash after the pesticide has been jettisoned and the pilot is uninjured, he will:
  - a. Secure the aircraft from any fire hazard.
  - b. Locate the nearest telephone and notify project officials of the crash and jettison site.
  - c. Return to the crash site and maintain the security of the aircraft and area until project officials arrive.



4. In the event of a crash with pesticides on board and the pilot is uninjured he will, in addition to 3. above, perform the following:
  - a. If contaminated with pesticide, immediately locate the nearest source of water and deluge himself.
  - b. Protect himself against contact with the pesticide using whatever materials are available.
  - c. If possible, surround the spill and keep it confined by using soil or other materials until the decontamination unit arrives.

## **Chapter 8, Part 3**

### **Administrative Procedures**

#### **1. Reports**

- a. Time and Attendance (T&A) reports will be submitted by 0800 the first working day after the end of the reporting period.
- b. Project time will be submitted with the T&A report.
- c. Aircraft operating costs and pilot flight hours are due monthly; the first working day after the end of the month. When on temporary duty (TDY) assignments, the above reports should be faxed to the Director, AEO, in time to reach the office by the due dates.
- d. A trip report is due five working days after return from the assignment.
- e. APHIS Form 1, Request and Authorization for Occasional or Irregular Unscheduled Overtime, must be submitted with the T&A report.

#### **2. Travel Vouchers**

- a. While in travel status, claims will be submitted at least every thirty days. Mail claims to the lead secretary, AEO.
- b. Travel claims will be due the first working day after returning from travel. A program operating cost report must be submitted with the travel claim.

#### **3. Credit Cards**

- a. Charges for aircraft maintenance, parts, fuel, and office supplies may be charged on the Commercial Government Credit Card (VISA). Amounts in excess of \$500 per purchase must be approved, in advance, by the Director, AEO, or shop foreman. VISA charges will be identified on the customer receipt by classification of purchase, (i.e. aircraft fuel, aircraft parts, office supplies etc.) and submitted to the lead secretary.
- b. Only lodging, food, and transportation costs may be charged while on official travel, on the American Express Credit Card.
- c. The AT&T FTS2000 credit card is for official business use only. Telephone calls of a personal nature, as authorized by APHIS, may not be charged to this card.

# FORMS

FORM #	TITLE OF FORM
AD-107	Report of Transfer or Other Disposition or Construction of Property
AD-112	Report of Unserviceable, Lost, or Damaged Property
WS Form 2	WS Aerial Gunner Certification Card
WS Form 12A	Agreement for Control of Animal Damage on Private Property
WS Form 12B	Agreement for Control of Animal Damage on Private Property (ADP Input)
APHIS Form 1	Request and Authorization for Occasional or Irregular Unscheduled Overtime
APHIS Form 76	APHIS Pilot Identification Card - Wildlife Services
APHIS Form 77	APHIS Pilot Identification Card - International Services
APHIS Form 78	APHIS Pilot Identification Card - Plant Protection and Quarantine
APHIS Form 150	Aircraft Approval
APHIS Form 151	Helicopter Pilot Proficiency Check
APHIS Form 152	Fixed Wing Aircraft Inspection
APHIS Form 153	Fixed Wing Pilot Proficiency Check
APHIS Form 154	Helicopter Inspection
FAA Form 337	Major Repair and Alteration
FAA Form 8410-3	National Transportation & Safety Board Accident Investigation
FO-3	Flight Time Report and Fly Dispersion
FO-6	Aircraft Scheduling Summary
GSA Form 3550	Government Aircraft Inventory
OF-26	Data Bearing Scope of Employment of Motor Vehicle Operator

## DEFINITIONS

### Airworthiness

The primary factor of safety which directly affects the fundamental integrity of an aircraft and its capability to perform within the performance parameters specified by the manufacturer.

Aircraft with a discrepancy that affects airworthiness will be grounded until the discrepancy has been corrected in accordance with the manufacturers' maintenance instructions.

### Airworthiness Directives (AD's)

An AD is a notification from the FAA about a discrepancy on a particular model of aircraft, engine, propeller, or accessory that is detrimental to flying safety. Compliance with AD's will be conducted within the time prescribed by the Administrator (FAA Scheduled Inspections and Maintenance).

### Personal Protective Equipment

Protective equipment which the individual brings to the flight. It does not include equipment or devices installed on the aircraft or furnished as a part of the aircraft operating equipment.

### Scheduled Inspection

Scheduled inspection cycles may be optional on different types of aircraft, but are conducted in accordance with the applicable aircraft manufacturers maintenance manuals and FAR Part 43. Aircraft operated in APHIS/IS missions will be inspected and maintained by qualified and licensed personnel. U.S. registered aircraft will be maintained and inspected by FAA licensed personnel.

The most commonly used inspection types are:

- 1) Annual
- 2) Hourly (25, 50, 100, etc. as specified by the manufacturer.)
- 3) Preflight and postflight inspections are accomplished by the flight crew member(s). These inspections ensure that fuel levels, lubricants, and other fluids are within the proper levels, or adjusted to the proper levels before the next flight. Additionally, leaks and hazardous discrepancies may be discovered and corrected before flight.

#### Unscheduled Maintenance

When discrepancies are found between flights, as a result of material failure or wear, aircraft are rendered not airworthy and grounded until the required maintenance is performed.

#### Public Aircraft

An aircraft used only for the United States Government, or owned and operated (except for commercial purposes), or exclusively leased for at least 90 continuous days, by a government (except the United States Government), including a State, the District of Columbia, or a territory or possession of the United States, or political subdivision of that government. It does not include a government-owned aircraft transporting property for commercial purposes, or transporting passengers other than transporting (for other than commercial purposes) crewmembers or other persons aboard the aircraft whose presence is required to perform, or is associated with the performance of, a governmental function such as firefighting, search and rescue, law enforcement, aeronautical research, or biological or geological resource management; or transporting (for other than commercial purposes) persons aboard the aircraft if the aircraft is operated by the Armed Forces or an intelligence agency of the United States. An aircraft as described above will, notwithstanding any limitation relating to use of the aircraft for commercial purposes, be considered to be a public aircraft for the purposes of this Manual without regard to whether the aircraft is operated by a unit of government on whose behalf the operation is conducted.

Approved by OMB  
0348-0046

[illegible]

## INSTRUCTIONS

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 9a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. In other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.